

CITY COMMISSION MEETING

Amended AGENDA

CITY COMMISSION / MUNICIPAL COURT ROOM
518 MECHANIC, EMPORIA, KS
May 4, 2016 at 1:30 pm

1. Members present: Mayor Gilligan

<u>Vice Mayor Mlynar</u>	<u>Commissioner Geitz</u>
<u>Commissioner Harmon</u>	<u>Commissioner Giefer</u>
<u>City Manager McAnarney</u>	<u>City Clerk Sull</u>
<u>Asst. City Mgr. Jim Witt</u>	<u>City Attorney Montgomery</u>
2. Consent Agenda
3. Public Comment
 - a. Proclamation Recognizing May as Community Action Month.
 - b. Proclamation Recognizing May as National Preservation Month.
 - c. Proclamation Recognizing May 8-14 as Economic Development Week.
 - d. Proclamation Recognizing May 15-21 as Public Works Week.
4. Accept Bid for 2016 Street Rehab Project.
5. Consider Airport Land Acquisition Services Agreement.
6. Consider Accepting a Permanent Drainage Easement to the City of Emporia, Kansas.
7. Board Appointments
 - a. Human Relations Commission
 - b. Accessibility Advisory Board
 - c. Emporia Public Library
8. Ordinance Request for Beer Gardens
 - a. Dirty Kanza Kick-Off Block Party
 - b. Live at the Lot Season
9. Consider approval of Contract Amendment for CDGB Grant.
10. Review Performance of and Conduct a Public Hearing for CDGB Grant.
11. Consider Accepting the Petition for the Creation of the Emporia Pavilions Community Improvement District.
12. Consider the Resolution Calling for Public Hearing on the Creation of the CID District for the Emporia Pavilions.
13. Report from City Manager on City Activities.
14. City Commission Reports and Comments.
15. Executive Session
16. City Manager's Evaluation



**If you need accommodations due to a disability to participate in this event, meeting, or activity, or alternative format of written materials contact City of Emporia ADA Coordinator at least 48 hours before the event at 620-343-4285*

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 2

SUBJECT:

Consent agenda:

The items listed on the Consent Agenda are considered by the Governing Body to be routine business items.

Approval of the items may be made by a single motion, second and majority vote with no separate discussion of any item listed. Should a member of the Governing Body desire to discuss any item, at his/her request, it will be removed from the Consent Agenda and considered separately.

- a. Consider minutes of the Executive Session held on March 30th and Commission Meeting held on April 20, 2016.
- b. Consider ratification of Payroll Ordinance for the period ending on April 30, 2016.
- c. Consider Change Order for Veteran's Memorial Project.

RECOMMENDATION:

- a. Approve Minutes
- b. Approve Payroll
- c. Approve Change Order

BACKGROUND SUMMARY:

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 2c

SUBJECT: Consider a Change Order in the amount of \$15,900.00 for two additional monuments at the Veteran's Memorial in Soden's Grove.

RECOMMENDATION: Approve the Change Order.

BACKGROUND SUMMARY:

At the City Commission meeting held on April 6, 2016, the City Commission authorized the contract for the construction of the improvements and monuments at the Veteran's Memorial. At the meeting, the Commission approved the original bid and the alternate for a total of eight monuments. The Veterans' Memorial Committee has had tremendous success in selling names on the proposed monuments that an additional two monuments are needed. The City has partnered with the Veteran's Committee on this project up to \$90,000.00. The approval of this change order can be done within the existing funds for the project.

Attached is a copy of the Change Order.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

CHANGE ORDER #1

Architect's Job #1324

April 26, 2016

OWNER: City of Emporia
522 Mechanic
Emporia, KS 66801

CONTRACTOR: Emporia Construction & Remodeling, Inc.
306 Market Street
Emporia, KS 66801

PROJECT: Veteran's Memorial
Soden's Grove
Emporia, KS

The following changes are made to the contract:

\$15,900.00 Add Monuments #9 and #10 to project, as indicated on revised plan
Monuments to be constructed same as monuments #1-8 and as detailed on drawings.

The Contractor agrees to make these changes with a contract addition of fifteen thousand, nine hundred dollars.

REVISED STATUS OF ACCOUNT TO DATE, INCLUDING THIS CHANGE ORDER:

Original Amount of Contract.....\$100,900.00
Adjusted Amount of contract Prior to this Change Order\$100,900.00
Amount Added by this Change Order\$15,900.00
Amount Deducted by this Change Order.....\$0.00
Adjusted Amount of Contract to Date\$116,800.00

Approved: _____, 2016

By: _____

(OWNER)

Approved: _____, 2016

By: _____

(CONTRACTOR)

Approved: _____, 2016

By: _____

(ARCHITECT)

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 3

SUBJECT: Public Comment

RECOMMENDATION:

BACKGROUND SUMMARY:

- Proclamation Recognizing May as Community Action Month.
- Julia Wilson, Human Services Coordinator for EKAN to accept.
- Proclamation Recognizing May as National Preservation Month.
- Casey Woods, Director of Emporia Main Street to accept.
- Proclamation Recognizing May 8-14 as Economic Development Week.
- Kent Heermann, President of Region Development Association to accept.
- Proclamation Recognizing May 15-21 as Public Works Week.
- Frank Abart, City of Emporia Public Works Director to accept.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____



PROCLAMATION

WHEREAS, Community Action Agencies were created when the Economic Opportunity Act of 1964 was signed into law; and

WHEREAS, the East Central Kansas Economic Opportunity Corporation (ECKAN) was established in 1966; and

WHEREAS, ECKAN is now celebrating a remarkable 50 year history of working towards the common good in Emporia; and

WHEREAS, ECKAN has a rich history in Emporia of acting as a catalyst in establishing innovative programs and services such as employment for young adults and Headstart; and

WHEREAS, Community Action Agencies are needed as major participants in the reform of the welfare system as we know it; and

WHEREAS, individuals and families on limited income continue to need opportunities to improve their lives and their living conditions, thus ensuring that all citizens are able to live in dignity; and

WHEREAS, the poverty rate in Emporia is 25.8%; and

WHEREAS, there are 6,336 individuals that meet the Federal poverty guidelines; and

WHEREAS, Kansas and the entire United States must continue to wage war on poverty by providing support and opportunities for all citizens in need of assistance; and

WHEREAS, the City of Emporia and ECKAN have worked together to meet the needs of our most vulnerable citizens;

NOW, THEREFORE, I, Robert F. Gilligan, Mayor for the City of Emporia, do hereby proclaim May 2016 as

COMMUNITY ACTION MONTH

in Emporia, Kansas in recognition of the hard work and dedication of Kansas Community Action Agencies.

ATTEST:

Robert F. Gilligan, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, historic preservation fosters pride in communities through recognizing and maintaining our tangible heritage of historic sites, districts and neighborhoods while offering economic tools that help manage sustainable growth that revitalizing areas of work, home and play; and

WHEREAS, historic preservation is relevant to all of our nation's citizens, both urban and rural, without regard to age, occupation, ethnic background or other differences; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in preserving the tangible aspects of that which has shaped our history; and

WHEREAS, historic preservation is relevant to communities in Kansas, as well as those across our nation, we as the elected officials of the City of Emporia take great pride in celebrating the continuation of the Kansas Main Street organization, enabling Emporia Main Street and other Main Streets throughout our state to join in inviting all to participate in "This Place Matters," this year's theme for National Historic Preservation Month led by the National Trust for Historic Preservation;

NOW, THEREFORE, I, Robert F. Gilligan, Mayor for the City of Emporia, do proclaim May 2016 as

National Historic Preservation Month

and call upon the citizens of Emporia to join others across the United States in recognizing and participating in this special observance.

ATTEST:

Robert F. Gilligan, Mayor

Kerry Sull, City Clerk



PROCLAMATION

WHEREAS, the International Economic Development Council is celebrating its 90th year in 2016; and

WHEREAS, the International Economic Development Council is the largest professional economic development organization dedicated to serving economic developers; and

WHEREAS, the International Economic Development Council provides leadership and excellence in economic development for communities, members, and partners through conferences, training courses, advisory services and research, in-depth publications, public policy advocacy, and initiatives such as the Accredited Economic Development Organization program and the Certified Economic Developer designation; and

WHEREAS, economic developers promote economic well-being and quality of life for their communities by assisting primary businesses in creating, retaining and expanding jobs that facilitate growth, enhance wealth, and provide a stable tax base: and

WHEREAS, the Regional Development Association of East Central Kansas (RDA) Mission is to proactively promote economic growth of our region through industrial recruitment, expansion and training enhancements; and

WHEREAS, the RDA Goals are, the creation of skilled jobs for the region, encourage the retention of existing employment within the region, and create an atmosphere that provides growth opportunities to industry; and

BE IT, THEREFORE, PROCLAIMED BY THE CITY OF EMPORIA, KANSAS AS FOLLOWS:

- 1) Commend the International Economic Development Council and its officers, staff and members on its 90th anniversary;
- 2) Recognize 2016 as the “The Year of the Economic Developer”

in the City of Emporia and remind individuals of the importance of this profession in expanding career opportunities and improving quality of life.

BE IT FURTHER PROCLAIMED that the City Commission is authorized and directed to transmit an appropriate copy of the proclamation to the Regional Development Association of East Central Kansas and the International Economic Development Council.

NOW, THEREFORE, I Robert F. Gilligan, Mayor of the City of Emporia, Kansas do hereby proclaim May 8-14, 2016 as "Economic Development Week".

[seal]

By _____
Robert F. Gilligan, Mayor

ATTEST:

By _____
Kerry Sull, City Clerk

About Economic Development Week: Economic Development Week is an event created by the International Economic Development Council to celebrate the achievements of economic developers. The event will occur for the first time May 8-14, 2016. Information about IEDC's 90th anniversary, including celebration activities and events throughout the year can be found at www.iedconline.org/90years.



PROCLAMATION

WHEREAS, Public Works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operations of Public Works systems and programs such as water, sewers, streets, solid waste collection, recycling, aviation; and

WHEREAS, the health, safety and comfort of this community greatly depends on these assets, facilities, and services; and

WHEREAS, the quality and effectiveness of these assets, facilities and services are vitally dependent upon the efforts and skill of Public Works employees;

NOW THEREFORE, I, Robert F. Gilligan, Mayor of the City of Emporia, do hereby proclaim the week of May 15 – 21, 2016, as

PUBLIC WORKS WEEK

in the City of Emporia, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our Public Works and to recognize the contributions which Public Works professionals make every day to our health, safety, comfort, and quality of life.

ATTEST:

Robert F. Gilligan, Mayor

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 4

SUBJECT: Consider awarding a bid for the 2016 Street Rehabilitation Project No. PV1602.

RECOMMENDATION: Staff recommends awarding the project to APAC-Kansas, Inc., Shears Division for the base bid and add alternate total amount of \$493,455.50.

BACKGROUND SUMMARY:

At 2:00 p.m. on Tuesday, April 26, 2016, the City Engineer's Office publicly opened bids on the 2016 Street Rehabilitation Project. The City had two bidders out of four plan holders submit a bid. The following are the bids received and the Engineer's Estimate.

Contractor	Base Bid	Add Alternate Bid	Total
Killough Construction, Inc.	\$466,608.30	\$65,572.50	\$532,180.80
APAC-Kansas, Inc., Shears Division	\$436,715.06	\$56,740.44	\$493,455.50
Engineer's Estimate	\$499,069.50	\$69,873.00	\$568,942.50

The staff recommends awarding the project to APAC-Kansas, Inc., Shears Division. APAC has completed past street rehabilitation projects in our city and we have been pleased with the quality of work and professionalism.

This project is budgeted at \$ 500,000.00 out of the Multi-Year Fund.

Attached is the complete project bid tabulation sheet for the base bid, add alternate bid and total of both base and add alternate bids.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

**CITY OF EMPORIA, KS
BID TABULATION
FOR CONSTRUCTION OF 2016 STREET REHABILITATION PROJECT PV1602**

April 26, 2016

Quantity	Units	Description	Killough Construction, Inc. Ottawa, KS		APAC-Kansas, Inc., Shears Emporia, KS		CITY ENGINEER'S ESTIMATE	
			Unit	Total	Unit	Total	Unit	Total
28,863	S.Y.	Asphalt Milling (2" Avg. Depth)	\$2.00	\$57,726.00	\$2.15	\$62,055.45	\$2.50	\$72,157.50
1,456	S.Y.	Asphalt Milling (4" Avg. Depth)	\$4.00	\$5,824.00	\$3.15	\$4,586.40	\$3.50	\$5,096.00
204	TON	Asphalt Patching	\$175.00	\$35,700.00	\$99.47	\$20,291.88	\$154.00	\$31,416.00
2,828	TON	HMA (Commercial Grade) (Class A)	\$70.90	\$200,505.20	\$64.95	\$183,678.60	\$83.00	\$234,724.00
21	S.Y.	(6") Concrete (Plaint) Removed & Replace	\$115.80	\$2,431.80	\$79.12	\$1,661.52	\$95.00	\$1,995.00
35	S.Y.	(6") Concrete (Reinf.) Remove & Replace	\$117.90	\$4,126.50	\$83.52	\$2,923.20	\$100.00	\$3,500.00
373	S.Y.	(4") Concrete Sidewalk Remove & Replace	\$80.75	\$30,119.75	\$54.95	\$20,496.35	\$62.00	\$23,126.00
3	S.Y.	Concrete Pavement Removal	\$75.00	\$225.00	\$32.97	\$98.91	\$70.00	\$210.00
1,034	L.F.	Curb & Gutter (2'-6" Comb.) (Std.) Remove & Replace	\$43.25	\$44,720.50	\$42.86	\$44,317.24	\$35.00	\$36,190.00
230	L.F.	Curb & Gutter (2'-6"Comb.) (Reinf.) Remove & Replace	\$43.90	\$10,097.00	\$45.05	\$10,361.50	\$40.00	\$9,200.00
219	S.Y.	ADA Sidewalk Ramp	\$221.45	\$48,497.55	\$263.74	\$57,759.06	\$205.00	\$44,895.00
5	Ea.	Curb Inlet Protection	\$150.00	\$750.00	\$241.72	\$1,208.60	\$100.00	\$500.00
1	C.Y.	Sediment Removal (Set Price)	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00

**CITY OF EMPORIA, KS
BID TABULATION
FOR CONSTRUCTION OF 2016 STREET REHABILITATION PROJECT PV1602**

April 26, 2016

Quantity Units Description			Killough Construction, Inc. Ottawa, KS		APAC-Kansas, Inc., Shears Emporia, KS		CITY ENGINEER'S ESTIMATE	
			Unit	Total	Unit	Total	Unit	Total
200	L.F.	Temporary Slope Barrier	\$2.50	\$500.00	\$8.79	\$1,758.00	\$5.00	\$1,000.00
1	Hr.	Flagger (Set Price)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
1	L.S.	Traffic Control	\$7,500.00	\$7,500.00	\$8,965.46	\$8,965.46	\$10,000.00	\$10,000.00
1	L.S.	Mobilization	\$17,825.00	\$17,825.00	\$16,492.89	\$16,492.89	\$25,000.00	\$25,000.00
TOTAL AMOUNT OF BASE BID:				<u>\$466,608.30</u>		<u>\$436,715.06</u>		<u>\$499,069.50</u>
Quantity Unit Description			Unit	Total	Unit	Total	Unit	Total
Add Alternate No. 1								
4,364	S.Y.	Asphalt Milling (2"Avg.)	\$2.00	\$8,728.00	2.15	\$9,382.60	\$2.50	\$10,910.00
51	TON	Asphalt Patching	\$175.00	\$8,925.00	99.48	\$5,073.48	\$154.00	\$7,854.00
394	TON	HMA (Commercial Grade) (Class A)	\$70.90	\$27,934.60	64.95	\$25,590.30	\$83.00	\$32,702.00
69	S.Y.	(7") Concrete (Reinf.) Pavement	\$120.40	\$8,307.60	87.91	\$6,065.79	\$70.00	\$4,830.00
21	S.Y.	(4") Concrete Sidewalk Remove & Replace	\$80.75	\$1,695.75	54.95	\$1,153.95	\$62.00	\$1,302.00

**CITY OF EMPORIA, KS
BID TABULATION**

FOR CONSTRUCTION OF 2016 STREET REHABILITATION PROJECT PV1602

April 26, 2016

Quantity	Units	Description	Killough Construction, Inc. Ottawa, KS		APAC-Kansas, Inc., Shears Emporia, KS		CITY ENGINEER'S ESTIMATE	
			Unit	Total	Unit	Total	Unit	Total
98	L.F.	Curb & Gutter (2'-6" Comb.) (Std.) Remove & Replace	\$43.25	\$4,238.50	42.86	\$4,200.28	\$35.00	\$3,430.00
9	S.Y.	ADA Sidewalk Ramp	\$221.45	\$1,993.05	263.74	\$2,373.66	\$205.00	\$1,845.00
1	L.S.	Mobilization (Add Alternate)	\$3,000.00	\$3,000.00	2087.37	\$2,087.37	\$5,000.00	\$5,000.00
1	L.S.	Traffic Control (Add Alternate)	\$750.00	\$750.00	813.01	\$813.01	\$2,000.00	\$2,000.00
TOTAL OF ADD ALTERNATE NO. 1:				<u>\$65,572.50</u>		<u>\$56,740.44</u>		<u>\$69,873.00</u>
TOTAL OF BASE BID & ADD ALTERNATE NO. 1:				<u>\$532,180.80</u>		<u>\$493,455.50</u>		<u>\$568,942.50</u>

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 5

SUBJECT: Consultant for Airport Land Acquisition Services – Approval Request

RECOMMENDATION: Staff recommends approval of H.W. Lochner, Inc. to provide Airport Land Acquisition Services.

BACKGROUND SUMMARY:

An adjacent landowner has approached staff regarding acquisition of a parcel of land currently located Northeasterly of the Airport property and within the Airport Planning Area. Staff collected information, developed an initial appraisal, discussed with the Commission, and discussed an offer with the landowner. The landowner would like to pursue a negotiated settlement.

Since it is desirable to maintain compliance and eligibility with the FAA matching fund program (90/10), it is necessary to utilize professional consulting services that are very familiar with the specialized process requirements. The FAA is supportive of pursuing this tract of land.

The Public Works Department respectfully requests approval of the agreement to engage the services of H.W. Lochner, Inc. to perform professional services associated with coordination of land acquisition in compliance with FAA requirements near the Emporia Municipal Airport. The total cost of the service is anticipated to be \$24,000.

Note: The anticipated cost to the City of Emporia is approximately \$2,400 (10% match with FAA Funding).

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

**AGREEMENT FOR LAND ACQUISITION SERVICES
ACQUIRE LAND FOR RUNWAY 19 BUILDING RESTRICTION LINE (BRL)
EMPORIA MUNICIPAL AIRPORT (EMP)
CITY OF EMPORIA, KANSAS**

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the City of Emporia, Kansas, with offices located at 111 E 6th Avenue, Emporia, KS 66801, hereinafter the "Sponsor", and H.W. Lochner, Inc., with offices located at 16105 W 113th Street, Suite 107, Lenexa, KS 66219, hereinafter the "Consultant."

WITNESSETH:

WHEREAS, the Sponsor desires to acquire land for the Runway 19 Building Restriction Line (BRL), hereinafter the "Project", for the Emporia Municipal Airport (EMP).

WHEREAS, the Sponsor has agreed to employ the Consultant to perform the services required to complete the Project.

NOW, THEREFORE, in consideration of these premises and the mutual covenants herein contained, the parties hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

A. RUNWAY 19 LAND ACQUISITION

ELEMENT 1—PROJECT FORMULATION/STUDY DESIGN

The Consultant will attend/schedule a project scoping meeting to review the project scope and tasks and to confirm the specific requirements of the Project. Based on this discussion the Consultant will refine the Project scope of services to ensure completion of the defined tasks for submission to the Sponsor and FAA. The Consultant will attend city council meetings, as necessary, to address questions and issues concerning the Project. Finally, the Consultant will assist the Sponsor with grant administration which will involve supporting documentation associated with reimbursement for work completed.

ELEMENT 2—PROJECT MANAGEMENT

The Consultant will be the primary point-of-contact for day-to-day communications and coordination of all team members, work tasks, schedules, and community involvement. This includes being directly and actively involved in each project task, assisting with the coordination of all project and landowner meetings (2), and being responsible for the scheduling and timely completion of the project. This element of the study also includes quality assurance and quality control of the project deliverables and processes. Additionally, the Consultant will prepare a grant application for Federal assistance. Lastly, the Consultant will assist the Sponsor with the submittal of Quarterly Performance Reports and End-of-Fiscal-Year financial reports to the FAA.

ELEMENT 3—PHASE I ENVIRONMENTAL SITE ASSESSMENT

The Consultant will perform a Phase I Environmental Site Assessment (ESA) for the subject property using established practices as promulgated by the American Society for Testing Materials (ASTM), using Method E 1527-13. In addition, this assessment will also incorporate requirements of the United States Environmental Protection Agency *Standards and Practices for All Appropriate Inquiries; Final Rule* published in the Federal Register, Part III, 40 CFR Part 312 dated November 1,

2006. Additional services such as any inquiry with respect to asbestos containing materials, lead-based paint, radon, methane, formaldehyde, wetlands and endangered species are not included in this proposed scope of work. Specific tasks for this Phase I ESA include:

1. Review the history of the site and surrounding area to identify possible previous activities that might have introduced hazardous materials or petroleum products to the property. Historical documents and records reviewed must cover a period of time as far back in the history of the subject property as it can be shown that the property contained structures or from the time the property was first used for residential, agricultural, commercial, industrial, or governmental purposes. This task involves discretionary review of as many of the following ASTM standard historical sources as are necessary and reasonably ascertainable to meet this objective.
 - County Government Records
 - City Directories
 - Select Building Department Records
 - Sanborn Fire Insurance Maps
 - Historical Aerial Photographs
 - Other sources as available
2. Review environmental information regarding the subject property and surrounding area using the following resources. Search distances will be in accordance with ASTM E 1527-13.
 - a. US EPA databases, including National Priorities List (NPL); Comprehensive Environmental Response, Compensation, and Liability Index System (CERCLIS); CERCLA No Further Remedial Action Planned (NFRAP) database; Resource Conservation and Recovery Index System (RCRIS); RCRA Corrective Action under RCRA (CORRACTS) database; Facility Index System (FINDS); and Emergency Response Notification System (ERNS) database.
 - b. Kansas Department of Health and Environment (KDHE) databases, including State Superfund (CERCLA) database, Solid Waste Disposal Facilities, Leaking Underground Storage Tank list (LUST), and Registered Underground Storage Tank (UST) database.
 - c. Other environmental databases and hard copy records available with various County offices, as available.
3. Interview appropriate persons concerning history of the site and/or knowledge of hazardous materials or other contaminants on the site or within the immediate vicinity. Interviews must include the following:
 - a. Current owner and occupant.
 - b. If multiple occupants, must include major occupants and those most likely to handle hazardous substances.

One of the following must be completed to achieve the objectives of the All Appropriate Inquiries Final Rule:

- a. Current and past facility manager.
- b. Past owners, operators or occupants.
- c. Employees of current and past owners and operators.

Prior to the site visit, the owner, site manager, and/or user or representative of the user of the Phase I ESA report will be asked whether they know of the following proceedings involving the site:

- a. Any pending, threatened, or past litigation relevant to hazardous substances or petroleum products in, on, or from the property.
 - b. Any pending, threatened, or past administrative proceedings relevant to hazardous substances or petroleum products in, on, or from the property.
 - c. Any notices from any governmental entity regarding any possible violation of environmental laws or possible liability relating to hazardous substances or petroleum products.
4. Complete a database check for reviewing recorded environmental cleanup liens.
 5. Review available physical setting sources as listed below:
 - a. US Geological Survey (USGS) 7.5 Minute Topographic Map
 - b. Bedrock geology maps
 - c. Soil maps
 - d. Groundwater maps
 - e. Surficial geology maps
 6. Inspect the site to obtain information related to identifying recognized environmental conditions (as defined in the ASTM standard). Current use of the site and adjoining properties will be discussed. Photographs of the site will be taken to document pertinent features. The inspection will identify the presence or absence of the following features:

• Potable water supply	• Sewage disposal system
• On-site chemical use	• Storage tanks
• Unusual odors	• Drums and other containers
• Suspect PCB containing equipment	• Heating/Cooling system
• Stains or corrosion	• Landfills, dumping
• Floor drains or sumps	• Stained soil or pavement
• Pits, ponds, or lagoons	• Solid waste disposal
• Stressed vegetation	• Utilities, storm drains or wells
• Waste water disposal	• Pools of liquids
 7. The Consultant is required to report any data gaps, i.e. gaps "in the information developed as a part of the inquiry that affect the ability of the Consultant to identify conditions indicative of releases or threatened releases of hazardous substances..." and comment' regarding the significance of such data gaps on the Consultant's ability to prove an opinion as to whether the inquiry has identified conditions indicative of releases or threatened releases on, at, in or to the subject property. If a data gap prevents the Consultant from reaching an opinion, the Consultant must specifically identify the concern.
 8. After completing the review of the public record and site reconnaissance, the Consultant will provide a written report of the ESA findings and recommendations. The report will reflect the Consultant's evaluation of the site and will include a description of the methods, discussion of results and opinions, conclusions, and recommendations. Two (2) copies of the report will be submitted to the Sponsor. The Sponsor shall submit one (1) copy of the report to the FAA for review and approval.
 9. Sponsor Certifications will be completed by the Consultant and provided with the reports for submittal to the FAA.
 10. This scope of work is specific to Phase I ESA activities as described in ASTM E 1527-13.

ELEMENT 4 – REVIEW APPRAISAL, NEGOTIATIONS AND CLOSING

The Consultant has retained O.R. Colan Associates (ORC), St. Charles, MO, to perform the review appraisal, negotiations and closing for this project.

The Consultant will provide services necessary to meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition for Federal & Federally Assisted Programs (49 CFR Part 24), also known as the *Uniform Act*. In addition, the Consultant's services will be in compliance with FAA Advisory Circular (AC) 5100-17, *Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects*.

1. Appraisal Review

The review appraiser will inspect the appraisal report for errors, proper support as well as compliance with federal and FAA guidelines and federal regulations. Upon completion of the appraisal reviews, the Consultant will forward all appraisals and review to the FAA for the required administrative review.

2. Negotiations and Closing

Upon approval of the appraisals by the FAA, the Consultant will commence negotiation activities. This includes preparation of the offer package, which will contain conveyance documents.

When possible, negotiations will be initiated in person by the Consultant. If any of the property owners are unwilling to meet in person, the offer package will be sent via certified mail. Included with the offer package will be the 60-day project notice required under Kansas statute. Delivery of the 60-day project notice will ensure that all legal requirements are met should condemnation be necessary at a later date.

The Consultant will work to facilitate a mutually agreeable settlement. Any and all counter offers will be submitted to the Sponsor with the Consultant's recommendation. Should negotiations be successful, the Consultant will obtain the proper signatures and submit a signed agreement to the Sponsor for acceptance and to obtain the necessary funds to close the transaction. Any proposed administrative settlement shall be forwarded to the FAA for review prior to finalizing the settlement. The FAA will review to ensure the proposed administrative settlement is reasonable.

If the closing on any of the parcels is expected to be complicated, then those closings on those parcels will be handled at a local title company. Before closing on the transactions, the title company will update the preliminary title report. The title company will handle paying of all liens from the sales proceeds and ensure the Sponsor receives a clear title. The title company will also provide a title insurance policy that provides insurance to the airport that they have received clear title. The Consultant strongly recommends obtaining the insurance on transactions of this type. It is important to note that the cost of title insurance will likely not be a reimbursable item from the FAA.

The file will be reviewed by the Consultant prior to submittal as completed. This is part of the Consultant's internal QA/QC process utilized for every project. The Consultant will provide the completed file to the Sponsor that includes all necessary negotiation contact logs, FAA required forms and administrative settlement letters, if settlement is above the approved offer.

If it is not possible to reach a negotiated settlement, the Consultant will forward all required forms and contact logs to the Sponsor in preparation for condemnation. The Consultant can provide condemnation assistance to the Sponsor under separate contract.

3. Quality Control and Deliverables

The Consultant will provide the completed file to the Sponsor which includes all necessary negotiation contact logs, required forms and administrative settlement letters, if settlement is above the approved offer.

ARTICLE II SPONSOR'S RESPONSIBILITIES

The Sponsor, as a part of this Agreement, shall provide the following:

1. The Sponsor shall draft a resolution for approval of the Project.
2. Arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform said services.
3. Assist in approvals and permits from all governmental entities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
4. Designate in writing a person to act as Sponsor representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define Sponsor policies and decisions.
5. Give prompt written notice to the Consultant whenever Sponsor observes or knows of any development that affects the scope or timing of Consultant's services.
6. Pay publishing cost for advertisements of notices, public hearings, request for bids, and other similar items. The Sponsor shall pay for all permits and licenses that may be required by local, state or federal authorities; and shall secure the necessary land, easements and rights-of-way required for the Project.
7. One (1) copy of existing plans, reports, or other data the Sponsor may have on file with regard to this Project.

ARTICLE III TIME SCHEDULE

The Consultant agrees to proceed with the services immediately upon receipt of written Notice to Proceed (NTP) by the Sponsor and to employ such personnel as required to complete the Project in accordance with the following time schedule:

1. PROJECT FORMULATION/STUDY DESIGN As Required
2. PROJECT MANAGEMENT As Required
3. PHASE I ENVIRONMENTAL SITE ASSESSMENT 30 Calendar Days after NTP Issued
4. REVIEW APPRAISAL, NEGOTIATIONS AND CLOSING 60 Calendar Days after NTP Issued

The performance of this Agreement is contingent and valid only on the receipt by the Sponsor of a grant from the FAA to complete the Project. After receipt and acceptance of the grant offer, the

Consultant agrees to proceed with the Project immediately upon execution by both parties of this Agreement and receipt of an NTP from the Sponsor, and to assign such personnel as required to complete the scope of services exclusive of Sponsor and FAA review, per the following schedule.

The time schedule set forth herein does not include review time by the Sponsor and/or FAA.

ARTICLE IV COMPENSATION

The Sponsor agrees to compensate the Consultant to complete the Project as described herein on the following basis:

1. PROJECT FORMULATION/STUDY DESIGN	\$1,561.00 Lump Sum
2. PROJECT MANAGEMENT	\$4,183.00 Lump Sum
3. PHASE I ENVIRONMENTAL SITE ASSESSMENT	\$7,755.00 Lump Sum
4. REVIEW APPRAISAL, NEGOTIATIONS AND CLOSING	\$8,920.00 Not-to-Exceed
5. OUT-OF-POCKET EXPENSES	<u>\$1,581.00 Not-to-Exceed</u>
Total: \$24,000.00	

The Consultant shall not proceed with the services described herein until written authorization in the form of a Notice to Proceed is received from the Sponsor.

For items in ARTICLE I—SCOPE OF SERVICES partial payment shall be made to the Consultant for those portions of the Project that are completed. The Consultant shall submit to the Sponsor a monthly statement showing an estimate of completion, and the portion of compensation requested for each element and phase of the Project. The request for partial payments will not be in excess of the value of the services completed at the time the statement is rendered.

Progress payments shall be made to the Consultant within thirty (30) days of receipt of proper billing statement. Exhibits I and II show the detail of the proposed Project costs.

ARTICLE V MANDATORY FEDERAL CONTRACT PROVISIONS

A During the performance of this Contract, the Consultant for itself, its assignees and successors in interest agree as follows:

1. ACCESS TO RECORDS AND REPORTS
(Reference: 2 CFR § 200.326, 2 CFR § 200.333)

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Engineer, Sponsor, or the FAA, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this agreement for a period of not less than three years after final payment is made and all pending matters are closed.

2. BUY AMERICAN PREFERENCE
(Reference: 49 USC § 50101)

This provision is omitted as none of the identified deliverables constitute a manufactured product.

3. GENERAL CIVIL RIGHTS PROVISIONS

(Reference: 49 USC § 47123)

3.1. APPLICABILITY

The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all AIP-funded projects. This provision is in addition to the Civil Rights – Title VI provisions.

3.2. MANDATORY CONTRACT LANGUAGE

The mandatory language that must be used on AIP funded project contracts is as follows:

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

This provision also obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is extended to the airport through the Airport Improvement Program, except where Federal assistance is to provide, or is in the form of personal property; real property or interest therein; structures or improvements thereon.

In these cases the provision obligates the party or any transferee for the longer of the following periods:

- (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

4. CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS – CFR PART 21

Title VI Solicitation Notice:

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies the Consultant that it will affirmatively ensure that any agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Title VI Compliance with Nondiscrimination Requirements:

During the performance of this agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

- 1. Compliance with Regulations: The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Statutes and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this agreement.

2. **Non-discrimination:** The Consultant, with regard to the work performed by it during the agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Consultant for work to be performed under a subagreement, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this agreement and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Engineer, Sponsor or the FAA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Engineer, Sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the Non-discrimination provisions of this agreement, the Engineer will impose such agreement sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Consultant under the agreement until the Consultant complies; and/or
 - b. Cancelling, terminating, or suspending an agreement, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subagreement, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Consultant will take action with respect to any subagreement or procurement as the Engineer, Sponsor, or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the Engineer and/or Sponsor to enter into any litigation to protect the interests of the Engineer and/or Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Authorities

(Source: Appendix E of Appendix 4 of FAA Order 1400.11, Nondiscrimination in Federally-Assisted Programs at the FAA)

During the performance of this agreement, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Consultants, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

5. DISADVANTAGED BUSINESS ENTERPRISE
(Reference: 49 CFR part 26)

Contract Assurance (§ 26.13) - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29)- The prime Consultant agrees to pay each subconsultant under this prime agreement for satisfactory performance of its agreement no later than thirty (30) days from the receipt of each payment the prime Consultant receives from the Engineer. The prime Consultant agrees further to return retainage payments to each subconsultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Engineer. This clause applies to both DBE and non-DBE subconsultants.

6. FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)
(Reference: 29 USC § 201, et seq.)

6.1. APPLICABILITY

The federal minimum wage provisions are contained in the Fair Labor Standards Act (FLSA) which is administered by the United States Department of Labor Wage and Hour Division. All contracts and subcontracts must meet comply with the FLSA, including the recordkeeping standards of the Act.

6.2. MANDATORY CONTRACT LANGUAGE

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency w/ Enforcement Responsibilities
Federal Fair Labor Standards Act (29 USC 201)	U.S. Department of Labor – Wage and Hour Division

7. LOBBYING AND INFLUENCING FEDERAL EMPLOYEES
(Reference: 49 CFR part 20, Appendix A)

The Consultant certifies that by executing the Agreement, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the bidder or offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970
(Reference: 29 CFR part 1910)

8.1. APPLICABILITY

The United States Department of Labor Occupational Safety & Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from the Occupational Safety and Health Act of 1970. All contracts and subcontracts must meet comply with the Occupational Safety and Health Act of 1970.

8.2. MANDATORY CONTRACT LANGUAGE

All contracts and subcontracts that result from this solicitation incorporate the following provisions by reference, with the same force and effect as if given in full text. The contractor has full responsibility to monitor compliance to the referenced statute or regulation. The contractor must address any claims or disputes that pertain to a referenced requirement directly with the Federal Agency with enforcement responsibilities.

Requirement	Federal Agency w/ Enforcement Responsibilities
Occupational Safety and Health Act of 1970 (20 CFR Part 1910)	U.S. Department of Labor – Occupational Safety and Health Administration

9. RIGHTS TO INVENTIONS
(Reference: 2 CFR § 200 Appendix II(F))

All rights to inventions and materials generated under this agreement are subject to requirements and regulations issued by the FAA and the Sponsor of the Federal grant under which this agreement is executed.

10. TRADE RESTRICTION CLAUSE
(Reference: 49 CFR part 30)

The Consultant or subconsultant, by submission of an offer and/or execution of an agreement, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any agreement or subagreement for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no agreement shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the FAA may direct through the Sponsor and/or Engineer cancellation of the agreement at no cost to the Government.

Further, the Consultant agrees that, if awarded an agreement resulting from this solicitation, it will incorporate this provision for certification without modification in each agreement and in all lower tier subagreements. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the Engineer if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the FAA may direct through the Sponsor and/or the Engineer, cancellation of the agreement or subagreement for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

11. TERMINATION OF CONTRACT

(Reference: 2 CFR § 200 Appendix II(B))

- a. The Engineer may, by written notice, terminate this agreement in whole or in part at any time, either for the Engineer's convenience or because of failure to fulfill the agreement obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this agreement, whether completed or in progress, delivered to the Engineer.
- b. If the termination is for the convenience of the Engineer, an equitable adjustment in the agreement price will be made, but no amount will be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Engineer may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant is liable to the Engineer for any additional cost occasioned to the Engineer thereby.

- d. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination will be deemed to have been effected for the convenience of the Engineer. In such event, adjustment in the agreement price will be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the Engineer provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.

12. DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

Reference: 2 CFR part 180 (Subpart C), 2 CFR part 1200, DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

By submitting an Agreement for execution by the Engineer, the Consultant certifies that at the time the Consultant submits said Agreement that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification Regarding Debarment and Suspension (Consultant Regarding Lower Tier Participants)

The Consultant, by administering each lower tier subagreement that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Consultant will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension, above.
3. Inserting a clause or condition in the covered transaction with the lower tier agreement.

If the FAA or Engineer later determines that a lower tier participant failed to tell a higher tier that it was excluded or disqualified at the time it entered the covered transaction, the FAA or Engineer may pursue any available remedy, including suspension and debarment.

13. BREACH OF CONTRACT TERMS

(Reference: 2 CFR § 200 Appendix II(A))

Any violation or breach of terms of this agreement on the part of the Consultant or its subconsultants may result in the suspension or termination of this agreement or such other action that may be necessary to enforce the rights of the parties of this Agreement. The duties and obligations imposed by the Agreement Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

14. CLEAN AIR AND WATER POLLUTION CONTROL

(Reference: 2 CFR § 200 Appendix II(G))

Consultants and subconsultants agree:

1. That any facility to be used in the performance of the agreement or subagreement or to benefit from the agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities;

2. To comply with all the requirements of Section 114 of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq. and Section 308 of the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 and Section 308 of the Acts, respectively, and all other regulations and guidelines issued thereunder;
3. That, as a condition for the award of this agreement, the Consultant or subconsultant will notify the awarding official of the receipt of any communication from the EPA indicating that a facility to be used for the performance of or benefit from the agreement is under consideration to be listed on the EPA List of Violating Facilities;
4. To include or cause to be included in any construction agreement or subagreement which exceeds \$100,000 the aforementioned criteria and requirements.

15. CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS
(Reference: 2 CFR § 200 Appendix II(G))

1. Overtime Requirements.

No Consultant or subconsultant contracting for any part of the agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) above, the Consultant and any subconsultant responsible therefor shall be liable for the unpaid wages. In addition, such Consultant and subconsultant shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 above, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 above.

3. Withholding for Unpaid Wages and Liquidated Damages.

The FAA, the Sponsor, or the Engineer shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Consultant or subconsultant under any such agreement or any other Federal agreement with the same prime Consultant, or any other Federally-assisted agreement subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Consultant, such sums as may be determined to be necessary to satisfy any liabilities of such Consultant or subconsultant for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 above.

4. Subconsultants.

The Consultant or subconsultant shall insert in any subagreements the clauses set forth in paragraphs 1 through 4 and also a clause requiring the subconsultant to include these clauses in any lower tier subagreements. The prime Consultant shall be responsible for compliance by any subconsultant or lower tier subconsultant with the clauses set forth in paragraphs 1 through

4 of this section.

16. REDUCING TEXT MESSAGING WHILE DRIVING

(Reference: Executive Order 13513 and DOT Order 3902.10)

16.1. APPLICABILITY

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

16.2. MANDATORY CONTRACT LANGUAGE

By adopting the Applicability Language, the following contract language will meet the intent and requirement for Texting When Driving:

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. **Change in Scope.** The Scope of Services described herein shall be subject to modification or supplement upon the written agreement of the contracting parties. Any such modification in the Scope of Services shall be incorporated in this Agreement by Supplemental Agreement executed by both parties. Any supplemental agreement made between the Consultant and Sponsor will be funded locally. AIP planning grants cannot be amended.
2. **Ownership of Drawings and Contract Documents.** Original documents, tracings, plans specifications and maps prepared or obtained under the terms of the Contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations, and other data shall be made available upon request by the Sponsor without restriction or limitation on their use. In the event any of the above documents are re-used by the Sponsor, the nameplates will be removed and the Consultant will be released and held harmless of subsequent liabilities. There shall be no legal limitations upon the Sponsor in the subsequent use of plans or ideas developed in this project and incorporated in the preliminary or final reports or plans for the subsequent preparation of construction plans.
3. **Electronically Produced Documents.** Electronically produced documents will be submitted in data files compatible with AutoCAD 2010. The Consultant makes no warranty as to the compatibility of the data files beyond the above specified hardware and release or version of the stated software.

Because data stored on electronic media can deteriorate undetected or be modified without the Consultant's knowledge, the electronic data files submitted to the Sponsor or other

Agencies will have an acceptance period of thirty (30) days. If during that period the Sponsor or other Agencies find any errors or omissions in the files, the Consultant will correct the errors or omissions as a part of the basic Agreement. The Consultant will not be responsible for maintaining copies of the submitted electronic data files after the acceptance period.

Any changes requested after the acceptance period will be considered additional services for which the Consultant shall be reimbursed including the cost of materials.

The data on the electronic media shall not be considered the Consultant's instrument of service. Only the submitted hard copy documents will be considered the instrument of service. The Consultant's nameplate shall be removed from all electronic media provided to the Sponsor or other Agencies.

4. **Engineer's Opinion of Probable Project Cost and Construction Cost.** Since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinions of probable Project Cost and Construction Cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the Consultant cannot and does not guarantee that proposals, bids or actual Project or Construction Cost will not vary from opinions of probable cost prepared by him. However, the Consultant represents that he will use reasonable engineering care and judgment commonly exercised by an engineer in the same or similar circumstances in making and transmitting such cost estimates to the Sponsor.
5. **Remedies.** In the event of a claim, dispute and other matters in question arising out of or relating to this Agreement or the services to be rendered hereunder, the Engineer and the Sponsor agree to attempt to resolve such disputes in the following manner:

First, the parties agree to attempt to resolve such claims, disputes and other matters in question through direct negotiations between the appropriate representatives of each party.

Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining claim, dispute or other matter in question by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.

Third, if the claim, dispute or other matter in question, or any issues remain unresolved after the above steps, then such unresolved issues may, with the consent of both parties, be settled by binding arbitration in accordance with the rules of the American Arbitration Association current as of the date of this Agreement then pertaining.

6. **Insurance.** The Engineer shall procure and maintain at its expense during the effective period of this Contract the following insurance from insurance companies authorized to do business in Kansas covering all operations and services under this Contract performed by Engineer.
 - a. **Workers' Compensation Insurance** in accordance with the provisions of the Kansas Workers' Compensation Act.
 - b. **Commercial General Liability** in amounts not less than \$1 million combined single limit per occurrence and \$1 million aggregate for bodily injury, personal injury and property damage with endorsements to include broad form contractual, and broad form property damage.

- c. Automobile Liability, Bodily Injury and Property Damage with a limit of \$1 Million for occurrence, combined single limit including owned, hired and non-owned autos.
- d. Professional Liability Insurance in amounts not less than \$1 million per claim and annual aggregate.

If required by the Sponsor, the Consultant shall furnish to the Sponsor a certificate or certificates of insurance showing compliance with this paragraph.

- 7. **Liability.** Each party will defend and indemnify and hold harmless the other party from and against third party claims for liability, damage, loss, costs and expenses, including attorney's fees, on account of injury or damage to persons or property occurring on or occasioned by facilities owned or controlled by such indemnifying party, unless such injury or damage resulted from the sole negligence of the other party. In the event negligence is attributable to both parties, each party shall be responsible for the resulting damages attributable to the negligence of such party whether such proportionate share is arrived at through agreement between the parties or as a result of litigation.
- 8. **Force Majeure.** Any delay or failure of Engineer in the performance of its required obligations hereunder shall be excused if and to the extent caused by acts of God, war, riot, strike, fire, storm, flood, windstorm, discovery or uncovering of hazardous or toxic materials or causes beyond the reasonable control of Engineer, provided that prompt written notice of such delay or suspension be given by Engineer to the Sponsor. Upon receipt of said notice, if necessary, the time for performing shall be extended for a period of time reasonably necessary to overcome the effect of such delays and Engineer shall be reimbursed for the cost of such delays.
- 9. **Binding Upon Successors.** This Agreement shall be binding upon the undersigned parties, their successors, partners, assigns, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers in three (3) counterparts, both of which shall be deemed an original, on the day and year first above-written.

SPONSOR:

CITY OF EMPORIA, KANSAS

ATTEST:

By: _____

By: _____

Title: _____

Title: _____

CONSULTANT:

H.W. LOCHNER, INC.

ATTEST:

By:  _____

Steven D. Harris, PE

By:  _____

Mike Waller, CM

Title: Vice President

Title: Senior Associate

EXHIBIT I
DERIVATION OF CONSULTANT PROJECT COST
AGREEMENT FOR PLANNING SERVICES

LAND ACQUISITION SERVICES

EMPORIA MUNICIPAL AIRPORT (EMP)
EMPORIA, KANSAS

APRIL 2016

1. DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Principal-in-Charge	6	\$59.30	\$ 356
Project Manager	32	\$45.96	\$ 1,471
Environmental Planner	60	\$35.58	\$ 2,135
Clerical	12	\$20.25	\$ 243
	<u>110</u>		
Total Direct Salary Costs=			\$ 4,204.32

2. LABOR AND GENERAL ADMINISTRATIVE OVERHEAD

Percentage of Direct Salary Costs @ 179.20% **\$ 7,534.14**

3. SUBTOTAL

Items 1 and 2 **\$ 11,738.46**

4. PROFIT

15% of Item 3 Subtotal **\$ 1,760.77**

Subtotal (Lump Sum) \$ 13,499.23

5. OUT-OF-POCKET EXPENSES

a. Mileage	1,400	miles @\$0.575/mile =	\$ 805.00
b. Meals	4	days @ \$46.00/day =	\$ 184.00
d. Materials and Supplies (EDR Report)		=	\$ 350.00
e. Printing and Shipping		=	<u>\$ 241.77</u>

Total Out-of-Pocket Expenses= **(Not-to-Exceed) \$ 1,580.77**

6. SUBCONTRACT COSTS

O.R. Colan Associates (ORC) **(Not-to-Exceed) \$ 8,920.00**

7. MAXIMUM TOTAL FEE

Items 3, 4, 5 and 6 **\$ 24,000.00**

EXHIBIT II
PLANNING SERVICES-COST BREAKDOWN

LAND ACQUISITION SERVICES

EMPORIA MUNICIPAL AIRPORT (EMP)
EMPORIA, KANSAS

APRIL 2016

Classification:		Principal in Charge \$190	Project Manager \$148	Environmental Planner \$114	Clerical \$65
Hourly Rate:					
A. RUNWAY 19 LAND ACQUISITION					
1. Project Formulation/Study Design	10	2	8	0	0
Total =	\$1,561	\$381	\$1,181	\$0	\$0
2. Project Management	30	2	24	0	4
Total =	\$4,183	\$381	\$3,542	\$0	\$260
3. Phase I Environmental Site Assessment	70	2	0	60	8
Total =	\$7,755	\$381	\$0	\$6,854	\$520
4. Review Appraisal, Negotiations and Closing (ORC)	0	0	0	0	0
Total =	\$8,920	\$0	\$0	\$0	\$0
5. Out-of-Pocket Expenses					
Total =	\$1,581	See Item No. 5, Exhibit I			
TOTAL PROJECT COST =	\$24,000				

	Employee Classification	Principal in Charge	Project Manager	Airport Planner	Technician
Labor Multiplier	Hourly Rate	\$59.30	\$45.96	\$35.58	\$20.25
179.20	Total Hours Per Classification	6	32	60	12

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 6

SUBJECT: Consider Accepting A Permanent Drainage Easement To The City Of Emporia, Kansas.

RECOMMENDATION: Approve The Acceptance Of The Drainage Easement To The City Of Emporia, Kansas.

BACKGROUND SUMMARY:

Representatives from the City of Emporia have worked with the owner of Dynamic Distribution Company on securing a permanent drainage easement on the east side of their property. A large amount of acreage drains through this area from the Industrial Park where Cargill, EVCO, Kansa Corporation and others are located. At the current time, the city does not have the right to maintain this drainage area. Upon the acceptance of the easement, the City plans to clean out the drainage area so that water flows through this area in a more efficient manner. A map depicting the drainage easement is attached for your review.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

PERMANENT DRAINAGE EASEMENT

THIS PERMANENT DRAINAGE EASEMENT ("*Easement*") dated April 2, 2016 ("*Effective Date*"), by and between DYNAMIC DISTRIBUTION COMPANY ("*Grantors*"), and the CITY OF EMPORIA, KANSAS, a municipal corporation ("*Grantee*").

RECITALS OF FACT

- A. Grantor is the fee simple owner of certain real property situated in the City of Emporia, Lyon County, Kansas, legally described on Exhibit A attached hereto and incorporated herein by reference ("*Easement Area*").
- B. Grantor desires to grant to Grantee and Grantee desires to receive from Grantor a permanent drainage easement over, under, and across the Easement Area on the terms and conditions contained in this Easement for the purpose of installing, improving, and maintaining a storm water conveyance facility within the Easement Area.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Easement and in consideration of the payment to Grantor by Grantee of the sum of One and No/100 Dollars (\$1.00), the receipt and sufficiency of which is hereby acknowledged by Grantor, and for other good and valuable consideration, Grantor and Grantee hereby grant, covenant and agree as follows:

1. **Incorporation of Recitals.** The foregoing Recitals of Fact are true and correct and are incorporated into this Easement as if fully set forth.
2. **Grant of Easement.** Subject to any matters of public record affecting the Easement Area, Grantor hereby grants, bargains, sells and conveys to Grantee, its successors and assigns, a permanent drainage easement for the purpose of maintaining the public storm sewer facility ("*Facility*") located on the Easement Area.
3. **Limitations on Use.** Grantee, its successors and assigns, shall use the Easement Area only to locate, build, construct, maintain and repair stormwater drainage facilities, including grading, together with the necessary appurtenances thereto for the collection and transmission of storm water and for no other purposes without the prior consent of Grantor.
4. **Exclusive Use.** Grantor acknowledges and agrees that Grantee's use of the Easement Area is exclusive and that Grantor shall not interfere with the use of the Easement Area by Grantee as granted in this Easement. Accordingly, Grantor agrees not to block, place barriers over, prevent access to, or otherwise take any other action with respect to the Easement Area which would in any way materially interfere with the use of the Easement Area by Grantee.

5. **Duration and Termination.** This Easement shall be perpetual in duration.
6. **Maintenance and Repair.** Any major maintenance required to be performed on the Facility will be performed and paid for by Grantee with Grantor having limited maintenance responsibilities concerning the same. Grantor shall remain responsible for mowing.
7. **Indemnification.** To the extent permitted by law, Grantee will defend, indemnify and hold Grantor and Grantor's officers, directors, employees, agents, representatives, tenants and contractors harmless from all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, including without limitation, court costs and attorneys' fees arising from or relating to bodily injury, wrongful death or damage to property of third parties due to the intentional or negligent acts, errors or omissions of Grantee, its agents, employees, contractors or representatives, relating to this Easement.
8. **Authority.** The undersigned represent and warrant that each is authorized to execute, deliver and perform this Easement under the terms herein.
9. **Successors and Assigns.** This Easement will be binding upon the parties to this Easement, their respective employees, contractors, tenants, licensees, agents and invitees, and shall inure to the benefit of their heirs, legal representatives, legatees, successors and assigns except that Grantee shall not have the right to assign all or any portion of the rights or benefits under this Easement without the prior written consent of Grantor.
10. **Miscellaneous.** This Easement will be governed by the laws of the State of Kansas. The captions of the paragraphs of this Easement are inserted for convenience only and shall not be used in the interpretation hereof. If any provisions of this Easement are found unenforceable, the remaining provisions of this Easement will remain in full force and effect and will be enforceable to the extent unaffected.

IN WITNESS WHEREOF, Grantor has caused this Easement to be signed on its behalf
Dynamic Distribution Company this ____ day of April, 2016.

GRANTOR:

DYNAMIC DISTRIBUTION COMPANY

By: 

Name: Jeremy Rusco

Title: President

ACCEPTED BY:

CITY OF EMPORIA, KANSAS, a municipal
corporation

By: _____

Robert F. Gilligan, Mayor

Attested:

Kerry Sull, City Clerk

GRANTOR'S ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF LYON) ss.

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned Notary Public in and for said County and State, came Jeremy Rusco, who is known to me to be an officer of Dynamic Distribution Company, and who is known to me to be the same persons who executed the within instrument on behalf of Dynamic Distribution Company.

IT WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Notary Public

My Commission Expires: _____

GRANTEE'S ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF LYON) ss.

BE IT REMEMBERED, that on this _____ day of _____, 2016, before me, the undersigned Notary Public in and for said County and State, came Danny Giefer, Mayor of Emporia, Kansas, who is known to me to be the same person who executed the within instrument on behalf of the City of Emporia, Kansas.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal that day and year last above written.

Notary Public

My Commission Expires: _____

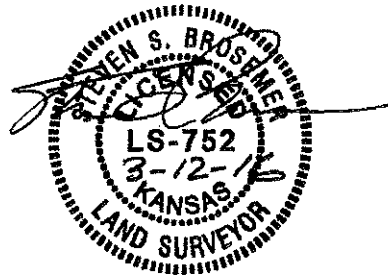
EXHIBIT A

DRAINAGE EASEMENT LEGAL DESCRIPTION: 3601 W 6th AVENUE, EMPORIA, KANSAS

A TRACT IN THE NORTHEAST QUARTER (NE¼) OF THE NORTHEAST QUARTER (NE¼) OF SECTION 18,
TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., CITY OF EMPORIA, LYON COUNTY, KANSAS;
AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING ON THE NORTH LINE OF SAID NE¼NE¼ AT A POINT 523.8 FEET EAST OF THE NW CORNER OF
SAID NE¼NE¼;
THENCE S.90°00'00"W. ON THE SAID NORTH LINE (BASIS OF BEARINGS) FOR 50.00 FEET;
THENCE S.00°32'29"E. FOR 1173.82 FEET TO THE NORTH LINE OF THE BNSF RAILROAD RIGHT OF WAY;
THENCE S.88°46'24"E. ON SAID RIGHT OF WAY LINE FOR 50.02 FEET;
THENCE N.00°32'29"W. FOR 1174.89 FEET TO THE POINT OF BEGINNING.
LESS THE NORTH 33 FEET FOR EXISTING RIGHT OF WAY FOR SIXTH AVENUE.
CONTAINING 1.31 ACRES, EXCLUSIVE OF THE RIGHT OF WAY FOR SIXTH AVENUE.

PREPARED FROM PRIOR BOUNDARY SURVEYS BY:
GEOTECH, INC.
STEVEN S. BROSEMER, P.S.
PROJECT 16064-02
MARCH 12, 2016





SCALE:
Not to Scale

AERIAL LAYOUT MAP
PERMANENT DRAINAGE EASEMENT

CITY OF EMPORIA, KANSAS
LYON COUNTY



AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 7a

SUBJECT: Consider the Approval of Appointments for the Human Relations Commission.

RECOMMENDATION: Approve Appointments to the Human Relations Commission.

BACKGROUND SUMMARY:

The Human Relations Commission has three openings on their board. The following people have applied for the open positions and their applications are attached.

Elaine A. Gatlin
Lannie M. Lyman
William J. Bernhardt-Purdy

All three applicants have been appointed to the Board.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 02/23/2016

NAME:	Elaine	A	Gatlin
	First Name	MI	Last Name

ADDRESS:	310 Carter st		
	Street		
	Emporia	KS	66801
	City	State	ZIP

Email: joegat@sbcglobal.net

PHONE: 620-342-4358

PLACE OF EMPLOYMENT: Homemaker

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 45 years

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
HUMAN RELATIONS COMMISSION

**BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE
ADVISORY BOARD(S) MENTIONED ABOVE:**

I have been on the Human Reltions Commission for just ouer 1 year. I would like to continue with this position. I enjoy giving somthing back to to commuity I have called my home for 45 years.

OTHER ACTIVITIES AND INTERESTS:

Reading, gardening, local and state politics,

In Lieu of Signature, Click Here

I Agree Cancel

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 02/12/2016

NAME: Lannie M Lyman
First Name MI Last Name

ADDRESS: 316 Wilson St
Street
Emporia KS 66801
City State ZIP

Email: Lannielyman@yahoo.com

PHONE: 6203661353

PLACE OF EMPLOYMENT: Emporia Senior Center

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 40 years

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
HUMAN RELATIONS COMMISSION

**BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE
ADVISORY BOARD(S) MENTIONED ABOVE:**

I am currently serving on the EHRC with my term ending in April and I am interested in continuing. I have enjoyed my short time on this board and would love to continue serving. I enjoy being active in the community and serving others. I am the Director of the Emporia Senior Center and many of the topics discussed and decisions made on the EHRC directly relate to the population of individuals I serve.

OTHER ACTIVITIES AND INTERESTS:

Family, volunteer work, being outdoors.

In Lieu of Signature, Click Here

I Agree Cancel

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 01/15/2016

NAME: William J Bernhardt-Purdy
First Name MI Last Name

ADDRESS: 919 Merchant St
Street
Emporia KS 66801
City State ZIP

Email: wbernhar@emporia.edu

PHONE: 620-208-6049

PLACE OF EMPLOYMENT: Emporia State University

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 4

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
HUMAN RELATIONS COMMISSION

**BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE
ADVISORY BOARD(S) MENTIONED ABOVE:**

Giving back to my community is important to me. As a doctor in Social Work, I feel uniquely qualified to provide a social services perspective. I also have a large family who attend the local school district. We are also avid Emporia First enthusiasts.

OTHER ACTIVITIES AND INTERESTS:

As a state university faculty member, I am engaged in continuous scholarly activity. I am a Licensed Masters Social Worker, Licensed Professional Counselor, and Licensed Addictions Counselor. I am on the states list for natural disaster emergency responders. I love going to movies with my family and trying new restaurants.

In Lieu of Signature, [Click Here](#)

I Agree Cancel

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 7b

SUBJECT: Consider the Approval of Appointment to the Accessibility Advisory Board.

RECOMMENDATION: Approve the Appointment to the Accessibility Advisory Board.

BACKGROUND SUMMARY:

The Accessibility Advisory Board has one opening on their board. The following people have applied for the open position and their applications are attached.

B. Grace Jones
Damara G. Paris

Jennifer L. Whatley has been appointed to the board out of our applicants.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____



APPLICATION FOR ADVISORY BOARD MEMBERSHIP

NAME :

Jennifer L. Whatley

ADDRESS :

110 W. 6th Ave. Apt. # 202, Emporia, KS 66801

PHONE :

620-794-7160, Cell Phone

PLACE OF EMPLOYMENT :

Spanish/English Interpreter/translator for Broadview Towers

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA?

17 years

ADVISORY BOARD(S) YOU ARE INTERESTED IN:

1) Accessibility Advisory Committee

2)

3)

4)

BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE ADVISORY BOARD(S) MENTIONED ABOVE:

Being a member of the Accessibility Advisory Committee would allow me to share my viewpoint and insight as a disabled person for 32 years. As a disabled person I'm keenly aware of areas of Emporia that are accessible as well as where improved accessibility is needed.

Some Emporia residents and I wrote letters to the Postmaster of Emporia requesting that automatic doors be put in at the post office so that wheelchair users and other disabled individuals could freely access the Emporia post office. Due to our efforts in writing the letters to the Postmaster, there are now automatic doors in place at the Emporia post office.

It would be an honor and privilege for me to serve on the AAC to help ensure accessibility for all in Emporia.

OTHER ACTIVITIES AND INTERESTS:

I enjoy improving my linguistic skills in English and Spanish, studying and reading the Bible, walking my dog, listening to music, improving my computer skills and expanding my knowledge of technology that assists the disabled in reaching their highest level of independence.

SIGNATURE :

Jennifer L. Whatley

DATE :

3-24-16

Please mail to the City Manager's Office, PO Box 928, Emporia, KS 66801-0928

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 04/01/2016

NAME: B. Grace Grace Jones
First Name MI Last Name

ADDRESS: 410 Turner Rd.
Street
Emporia KS 66801
City State ZIP

Email: jedidragonfly@gmail.com

PHONE: 620-343-1610

PLACE OF EMPLOYMENT: Ad Astra Food & Drink, also self-employed & semi-retired

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 33 years total

ADVISORY BOARD(S) YOU ARE INTERESTED IN:

~~COMMUNITY HOUSING BOARD~~ ACCESSIBILITY ADVISORY Board

**BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE
ADVISORY BOARD(S) MENTIONED ABOVE:**

APPLICANT FOR ACCESSIBILITY ADVISORY BOARD:

I have fully recovered from over three years of an "Invisible" disability of Chronic Mono, Chronic Fatigue, Fibromyalgia etc. It was documented by receiving Social Security Disability benefits for five years. I learned first-hand many of the external accessibility limitations imposed on the disabled that can only be fully understood by personal experience. This experience would be extremely valuable to the board. Someone can sit in a wheelchair and somewhat understand those mobility issues, but if you have not experienced an invisible disability, you have no comprehension of how dramatically the lack of accessibility affects the quality of life. These may be little nuances that go entirely un-noticed by most, but could improve accessibility and safety for all people, even those not disabled.

I grew up in Emporia from age 9-24. I was away 33 years and lived primarily in large metropolitan areas. I returned in 2007 and fell in love with Emporia in many unexpected ways. I now own the home where I was raised two blocks east of ESU campus. I'm committed, not only to my home, but the community of Emporia, ESU, Lyon County, Chase County and all surrounding counties.

Please respectfully consider the power of the input I can give to this important cause. Thank you!

OTHER ACTIVITIES AND INTERESTS:

Work Experience: Master Practitioner of holistic healing therapy (what I used to heal myself), Certified Nurse Aide, Graphic Design, Marketing, Public Relations, Retail, Clerical, Food Service Prep cook

Volunteer & Other Community Interests: Dirty Kanza, Imagine Emporia Together, participated in recent political caucus, EAC/Granada, ESU, CVB, Chase County events, I'm an Airbnb host for visitor accommodations & services, and continue to become more actively involved in many community and area events.

In Lieu of Signature, Click Here

I Agree Cancel

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 04/16/2016

NAME: Damara G Paris
First Name MI Last Name

ADDRESS: 1210 Riley Avenue
Street
Emporai KS 66801
City State ZIP

Email: dparis@emporia.eu

PHONE: 6203415668

PLACE OF EMPLOYMENT: Emporia State University

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 2 years

ADVISORY BOARD(S) YOU ARE INTERESTED IN:

~~HUMAN RELATIONS COMMISSION~~ AAC

BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE ADVISORY BOARD(S) MENTIONED ABOVE:

I was invited to apply for the accessibility advisory board upon recommendation of one of the commissioners. PLEASE NOTE: I tried to select the accessibility advisory board several times, but received an error message. I selected another commission seat in hopes that this will go through. I currently oversee and teach in the Rehabilitation Counseling graduate program at ESU. I have over twenty years of experience managing non-profits, state agencies, and for-profit (Sprint) organizations that serve people with disabilities. I would be honored to serve on this committee to help the city of Emporia identify resources that improve the experiences of Emporia residents, particularly those who have disabilities.

OTHER ACTIVITIES AND INTERESTS:

I am actively involved in Indigenous communities. I also helped found the Berta I. Miller Foundation (through ECF), which provides textbook funding for special education and rehabilitation counselor majors.

In Lieu of Signature, Click Here

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 7c

SUBJECT: Consider Approval of Appointments to the Emporia Public Library Board.

RECOMMENDATION: Approve Appointments to the Emporia Public Library Board.

BACKGROUND SUMMARY:

The Emporia Public Library Board has two openings on their board. The following people have applied for the open positions and their applications are attached.

Kelly Wade

Andrew Smith and Cy K. Anderson have been appointed to the Emporia Public Library Board.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 12/15/2015

NAME: Kelly - Wade
First Name MI Last Name

ADDRESS: 2229 w 23rd
Street
Emporia KS 66801
City State ZIP

Email: kellywade@yahoo.com

PHONE: 6207571010

PLACE OF EMPLOYMENT: Waddell & Reed (owner)

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 44

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
EMPORIA PUBLIC LIBRARY BOARD

**BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE
ADVISORY BOARD(S) MENTIONED ABOVE:**

I have been told about the opening and would like to help

OTHER ACTIVITIES AND INTERESTS:
softball, volleyball

In Lieu of Signature, Click Here

I Agree Cancel

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 04/10/2016

NAME: Andrew JM Smith
First Name MI Last Name

ADDRESS: PO Box 1528(mailing address) 2618 Hickory Lane (street address)
Street
Emporia KS 66801
City State ZIP

Email: asmith37@emporia.edu

PHONE: 620-412-4730

PLACE OF EMPLOYMENT: Emporia State University

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? since August 2010

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
EMPORIA PUBLIC LIBRARY BOARD

**BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE
ADVISORY BOARD(S) MENTIONED ABOVE:**

I have now lived in Emporia for almost six years and, after a very busy period with my job at ESU, my working assignment is changing and I will have more time to devote to outside interests, which includes being able to participate more fully in the life of Emporia, not just ESU. This opportunity to serve on the Library Board would be a good way for me to become more involved. I am both a user of the library and a life-long supporter of the mission of public libraries to provide access to information and services to all community members. Especially at this time when libraries and library funding are under attack, it is important for libraries to have board members who are willing and able to advocate strongly for public libraries and to communicate the importance of the library to the health and well-being of the city and county. I would welcome the opportunity to support the library by serving on the Public Library Board and through that service supporting the citizens of Emporia.

OTHER ACTIVITIES AND INTERESTS:

Reading, music and travel

In Lieu of Signature, Click Here

I Agree Cancel

APPLICATION FOR ADVISORY BOARD MEMBERSHIP

DATE: 03/02/2016

NAME:	Cy	K	Anderson
	First Name	MI	Last Name

ADDRESS:	2810 Monterey Dr		
	Street		
	Emporia	KS	66801
	City	State	ZIP

Email: cyjunko@cableone.net

PHONE: 6203437986

PLACE OF EMPLOYMENT: Cotton O'Neil Emporia Clinic

HOW LONG HAVE YOU BEEN A RESIDENT OF EMPORIA? 18 years

ADVISORY BOARD(S) YOU ARE INTERESTED IN:
EMPORIA PUBLIC LIBRARY BOARD

BRIEFLY DESCRIBE WHY YOU WOULD LIKE TO PARTICIPATE ON THE ADVISORY BOARD(S) MENTIONED ABOVE:

I have served two years on the board and would like to continue for a full-term. I was excited to actively help in the process of choosing a new library director, and I feel that was a successful search. I look forward to being part of the strategic planning for the future of Emporia Public Library.

OTHER ACTIVITIES AND INTERESTS:

I am a full-time internal medicine physician in Emporia. I have served on various committees for the hospital, and I am the medical director for Hand-in-Hand Hospice. I am also an active member of Sacred Heart Catholic Church. I enjoy spending time with my family, running, going to the KC Lyric Opera productions with my son.

In Lieu of Signature, Click Here

I Agree Cancel

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 8a

SUBJECT: Ordinance for Beer Garden at Live at the Lot DK-Kick Off Block Party.

RECOMMENDATION: Approve Ordinance

BACKGROUND SUMMARY:

Emporia Granada Theater is requesting a temporary exemption from the prohibition of the sale and consumption of alcoholic beverages for the Live in the Lot Dirty Kanza Kick-Off event to be held on June 2nd, 2016. The requested exemption would include the area between the alley and Commercial Street on the 10 block of 8th Avenue, from 6:00 p.m. to 10:00 p.m. on that date.

The proposed ordinance includes requirements that all alcoholic beverages remain within clearly identified boundaries to be approved by the Chief of Police, that no one under the age of 21 may possess or consume alcohol, and that the Granada must meet all city and state requirements for temporary alcohol sale licensing.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

ORDINANCE NO. _____

AN ORDINANCE EXEMPTING WEST 8TH AVENUE INCLUDING THE MID-10 BLOCK TO COMMERCIAL STREET IN THE CITY OF EMPORIA FROM THE PROHIBITION ON THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES FOR THE LIVE IN THE LOT DIRTY KANZA KICK-OFF EVENT JUNE 2, 2016.

WHEREAS, sponsors of the Live in the Lot Dirty Kanza Kick-Off event and the Granada Theater have requested an exemption from the prohibition of sale and consumption of cereal malt beverages (CMB) and/or alcoholic liquor on 8th Avenue including the Mid-10 block to Commercial Street in connection with the Live in the Lot Dirty Kanza Kick-Off event;

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS:

SECTION 1. Pursuant to K.S.A. 2011 SUPP. 41-719, as amended, the Governing Body temporarily exempts 8th Avenue in the Mid-10 block to Commercial Street, with the exact location to be approved by the Chief of Police, from the prohibition on the sale and consumption of cereal malt beverage (CMB) and alcoholic liquor when it is being sold or consumed in conjunction with the Live in the Lot event on June 2, 2016, between the hours of 6:00 p.m. to 10:00 p.m., as authorized by the city manager and subject to any other laws or ordinances regulating the possession, sale and/or consumption of CMB and alcoholic liquor.

SECTION 2. Sale and consumption shall be allowed within an area delineated by an approved manner which clearly distinguishes the area where alcoholic beverages are permitted. No one under the age of 21 shall possess or consume alcoholic beverages and event sponsors shall be held strictly accountable for any violations. No alcoholic beverages shall be consumed in vehicles while on the street at any special event.

SECTION 3. No person shall remove any alcoholic liquor or CMB from inside the boundaries of the special event as delineated by signs, posted map or other means which reasonably identify the boundaries of the special event.

SECTION 4. Licensees must meet all the requirements for obtaining a temporary license for sale of alcoholic beverages by the city and the state.

SECTION 5. In the event of adverse weather conditions, the Live in the Lot Dirty Kanza Kick-Off event may be moved inside of the Granada Theater, at the discretion of the event sponsors.

SECTION 6. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 4th day of May, 2016.

Robert F. Gilligan, Mayor

ATTEST:

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 8b

SUBJECT: Ordinance for Beer Gardens for the Live at the Lot Season.

RECOMMENDATION: Approve Ordinance

BACKGROUND SUMMARY:

Emporia Granada Theater is requesting a temporary exemption from the prohibition of the sale and consumption of alcoholic beverages for the Live in the Lot events to be held on June 8th, 2016; June 15th, 2016; June 22nd, 2016; and June 29th, 2016. The requested exemption would include the area between the alley and Commercial Street on the 10 block of 7th Avenue, from 6:00 p.m. to 10:00 p.m. on those dates.

The proposed ordinance includes requirements that all alcoholic beverages remain within clearly identified boundaries to be approved by the Chief of Police, that no one under the age of 21 may possess or consume alcohol, and that the Granada must meet all city and state requirements for temporary alcohol sale licensing.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

ORDINANCE NO. _____

AN ORDINANCE EXEMPTING WEST 7TH AVENUE INCLUDING THE MID-10 BLOCK TO COMMERCIAL STREET IN THE CITY OF EMPORIA FROM THE PROHIBITION ON THE SALE AND CONSUMPTION OF ALCOHOLIC BEVERAGES FOR THE LIVE IN THE LOT EVENTS JUNE 8TH, 2016; JUNE 15TH, 2016; JUNE 22ND, 2016; AND JUNE 29TH 2016.

WHEREAS, sponsors of the Live in the Lot event and the Granada Theater have requested an exemption from the prohibition of sale and consumption of cereal malt beverages (CMB) and/or alcoholic liquor on 7th Avenue including the Mid-10 block to Commercial Street in connection with the Live in the Lot events;

NOW, THEREFORE BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EMPORIA, KANSAS:

SECTION 1. Pursuant to K.S.A. 2011 SUPP. 41-719, as amended, the Governing Body temporarily exempts 7th Avenue in the Mid-10 block to Commercial Street, with the exact location to be approved by the Chief of Police, from the prohibition on the sale and consumption of cereal malt beverage (CMB) and alcoholic liquor when it is being sold or consumed in conjunction with the Live in the Lot events on June 8th, 2016; June 15th, 2016; June 22nd, 2016; and June 29th, 2016; between the hours of 6:00 p.m. to 10:00 p.m., as authorized by the city manager and subject to any other laws or ordinances regulating the possession, sale and/or consumption of CMB and alcoholic liquor.

SECTION 2. Sale and consumption shall be allowed within an area delineated by an approved manner which clearly distinguishes the area where alcoholic beverages are permitted. No one under the age of 21 shall possess or consume alcoholic beverages and event sponsors shall be held strictly accountable for any violations. No alcoholic beverages shall be consumed in vehicles while on the street at any special event.

SECTION 3. No person shall remove any alcoholic liquor or CMB from inside the boundaries of the special event as delineated by signs, posted map or other means which reasonably identify the boundaries of the special event.

SECTION 4. Licensees must meet all the requirements for obtaining a temporary license for sale of alcoholic beverages by the city and the state.

SECTION 5. In the event of adverse weather conditions, the Live in the Lot event may be moved inside of the Granada Theater, at the discretion of the event sponsors.

SECTION 6. This ordinance shall become effective upon publication in the official city newspaper.

PASSED AND APPROVED this 4th day of May, 2016.

Robert F. Gilligan, Mayor

ATTEST:

Kerry Sull, City Clerk

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 9

SUBJECT: Consider Approval of Contract Amendment for Kansas Department of Commerce Small Cities Community Development Block Grant No. 14-HR-003.

RECOMMENDATION: Approve Amendment

BACKGROUND SUMMARY:

The Contract Amendment is required to reconcile pre-project estimated budget totals to actual amounts used on the projects when the minimum difference is exceeded. The costs of most of the lead paint activities were lower than expected, and resulted in shifting enough additional funding into the rehabilitation budget to complete one more home than originally estimated.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

**INSTRUCTIONS: SUBMIT TO COMMERCE TWO ORIGINALLY SIGNED COPIES WITH
COVER LETTER CONTAINING REASON(S) FOR REQUEST.**

CONTRACT AMENDMENT/REQUEST #1

Grantee Name: City of Emporia Grant #: 14-HR-003
Address, City, Zip: 104 E. 5th Ave.

Date of Request: 5/4/2016
Contract Award Date: 4/2/2014
Current Completion Date: 4/30/2016

Check as Applicable:
Time Extension ☐
Budget Amendment ☒
Work Scope ☐

If requesting time extension, indicate amount of time needed to complete the project and give explanation below. Additional months needed. New completion date .

For budget change(s), enter each line item -- **regardless of whether budget item changed or not.**
If approved, this new project budget will supersede any previous budget(s).

No.	Activity Item	Existing Grant Budget	Revised Grant Budget	% Change
2. a.	Housing Rehabilitation	327,000	354,530	8%
2. b.	LSWP/Cleaning for Clearance	36,000	13,200	-63%
2. c.	HQS Inspections	14,500	14,125	-3%
2. d.	LBP Assessments	13,900	14,245	2%
2. e.	LBP Clearance Testing	6,000	3,900	-35%
2. f.	Relocation for LBP	2,600	0	-100%
	TOTALS		400,000	0%

Explanation of Request (attach additional sheets, if needed):

The actual costs of lead work and inspections came in less than budgeted, and allowed more funding to be utilized on rehabilitation.

The amendment shall become effective on , 20 . All other terms and conditions of the contract or any amendments thereto, shall remain unchanged. IN WITNESS WHEREOF, the parties hereto execute this agreement.

Authorized Signature – Chief Elected Official

Rob Gilligan, Mayor
Typed Name and Title

Date

Kansas Department of Commerce

CDBG Program

Date

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 10

SUBJECT: Review Performance of and Conduct a Public Hearing for CDBG Grant #14-HR-003.

RECOMMENDATION: Review Performance and Conduct Public Hearing.

BACKGROUND SUMMARY:

Project Performance Summary- The CDBG grant of \$400,000 was matched with a total of approximately \$178,000 in local cash and in-kind contributions to rehabilitate 21 owner-occupied homes, and demolish 11 dilapidated homes city-wide over a two-year period.

Public Hearing- required at the completion of all CDBG grants to allow the public an opportunity to comment or ask questions about the grant project.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 11

SUBJECT: Acceptance of Petition for the Creation of the Emporia Pavilions Community Improvement District.

RECOMMENDATION: Accept Petition

BACKGROUND SUMMARY:

The first step in the creation of the CID to be paired with the recently approved TIF for the Emporia Pavilions project is the acceptance of the attached petition submitted by the property owners. This action is consistent with state law and triggers the call for a Public Hearing included in the next action item.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

**PETITION FOR CREATION OF THE
EMPORIA PAVILIONS COMMUNITY IMPROVEMENT DISTRICT**

TO: The City of Emporia, Kansas (the “City”)

We, the owners of record of 100% of the property within the proposed community improvement district (“CID”) described herein, do hereby request that a CID be created pursuant to K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, as amended (the “Act”), in conformance with the following:

(A) The general nature of the proposed project (the “Project”) is the commercial development of approximately 39.07 acres of real property located generally on the north side of 24th Avenue in Emporia, Kansas. The Project will consist of the construction of a large commercial development, which is planned to at full build-out feature over 258,300 square feet of commercial space dedicated to a mix of national level retailers, other large and small scale retail, restaurants, and associated commercial uses, and will include planned street improvements and infrastructure improvements (including utilities).

(B) The estimated cost of the proposed Project is \$36,836,951 with \$6,069,235 in costs proposed to be reimbursed to the developer of the Project through CID sales tax revenues. CID sales tax revenues may also be used to reimburse the developer or the City, as applicable, for additional City administrative fees and other City expenses.

(C) The proposed method of financing the Project is 100% from a sales tax imposed pursuant to the Act on a “pay as you go” basis and funds of the developer of the Project. No special assessments are requested to be imposed pursuant to the Act and no bonds or notes are requested to be issued by the City pursuant to the Act.

(D) The proposed amount of the CID sales tax is 1.00%.

(E) A map showing the boundaries of the proposed CID is attached hereto as **Exhibit A**.

(F) A legal description of the boundaries of the proposed CID is attached hereto as **Exhibit B**.

Petitioner acknowledges that (1) an authorization of the Project requested by this Petition by the governing body of the City shall be deemed an authorization of the Project solely for purposes of K.S.A. 12-6a26 *et seq.* and does not constitute an approval or authorization of the Project by the governing body of the City for purposes of zoning, planning or any other purpose, (2) the City is entitled to rely on the costs estimates provided in this Petition for the purpose of approving such estimates under K.S.A. 12-6a26 *et seq.* without making independent investigation and (3) the implementation of a CID created by the City pursuant to this Petition will be subject to the terms of a development agreement to be entered into between the City and

the current owner of the property proposed to be included in the district or its successors or assigns.

Names may not be withdrawn from this Petition by the signers thereof after the governing body commences consideration of this Petition or later than seven (7) days after the filing hereof, whichever occurs first. The signers of this Petition specifically consent to the levy of assessments (if any) described in this Petition without regard to benefits conferred by the project on property owned by each signer.

Signatures of corporations, partnerships or other entities (non-individuals) owning property in the district:

Property owned in the proposed district*:

2600 W. 24th Avenue, 2730 W. 24th Avenue, 2736 W. 24th Avenue, and 2524 W. 24th Avenue, and includes tax parcel numbers:

1930501001002000, 1930501001003000, 1930501001004000,
193050100100200A and 1930501001002010

* Due to the nature of some of the real property within the development being vacant, not all property within the proposed development is defined by United States Postal Service addresses.

OWNER: Amby Scott Peak and Jana Peak

Amby Scott Peak
Amby Scott Peak

4-21-16
date

Jana Peak
Jana Peak

4-21-16
date

Verification

Subscribed and sworn to by Amby Scott Peak and Jana Peak, before me this 21st day of April, 2016.

Eric Thomas
Notary Public in and for said
County and State

[Seal]

My Commission Expires: 2-9-19



OWNER: OLMA AND VELMA PEAK IRREVOCABLE TRUST

Chrysanne Haselhorst
Chrysanne Haselhorst, Trustee

4-25-16
date

Virginia Morris
Virginia Morris, Trustee

4/25/16
date

Glenn Unruh
Glenn Unruh, Trustee

4-25-16
date

Amby Scott Peak
Amby Scott Peak, Trustee

4-21-16
date

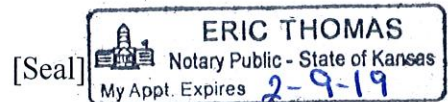
Marlin Hutchinson
Marlin Hutchinson, Trustee

4-21-16
date

Verification

Subscribed and sworn to by Chrysanne Haselhorst, in her capacity as Trustee, before me
this 25th day of April, 2016.

Eric Thomas
Notary Public in and for said
County and State

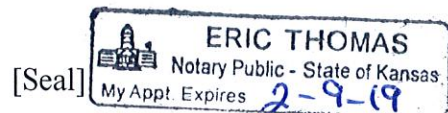


My Commission Expires: 2-9-19

Verification

Subscribed and sworn to by Virginia Morris, in her capacity as Trustee, before me this
25th day of April, 2016.


Eric Thomas
Notary Public in and for said
County and State

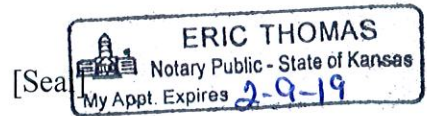


My Commission Expires: 2-9-19

Verification

Subscribed and sworn to by Glenn Unruh, in his capacity as Trustee, before me this 25th
day of April, 2016.



Notary Public in and for said
County and State

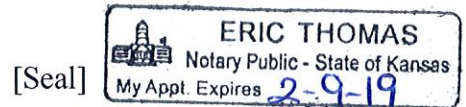


My Commission Expires: 2-9-19

Verification

Subscribed and sworn to by Amby Scott Peak, in his capacity as Trustee, before me this
21st day of April, 2016.



Notary Public in and for said
County and State

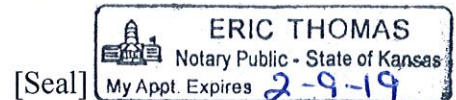


My Commission Expires: 2-9-19

Verification

Subscribed and sworn to by Marlin Hutchinson, in his capacity as Trustee, before me this
21st day of April, 2016.


Notary Public in and for said
County and State



My Commission Expires: 2-9-19

RECEIPT BY CITY

THIS PETITION filed in my office the ____ day of _____, 2016.

Title: _____

EXHIBIT A

MAP OF COMMUNITY IMPROVEMENT DISTRICT

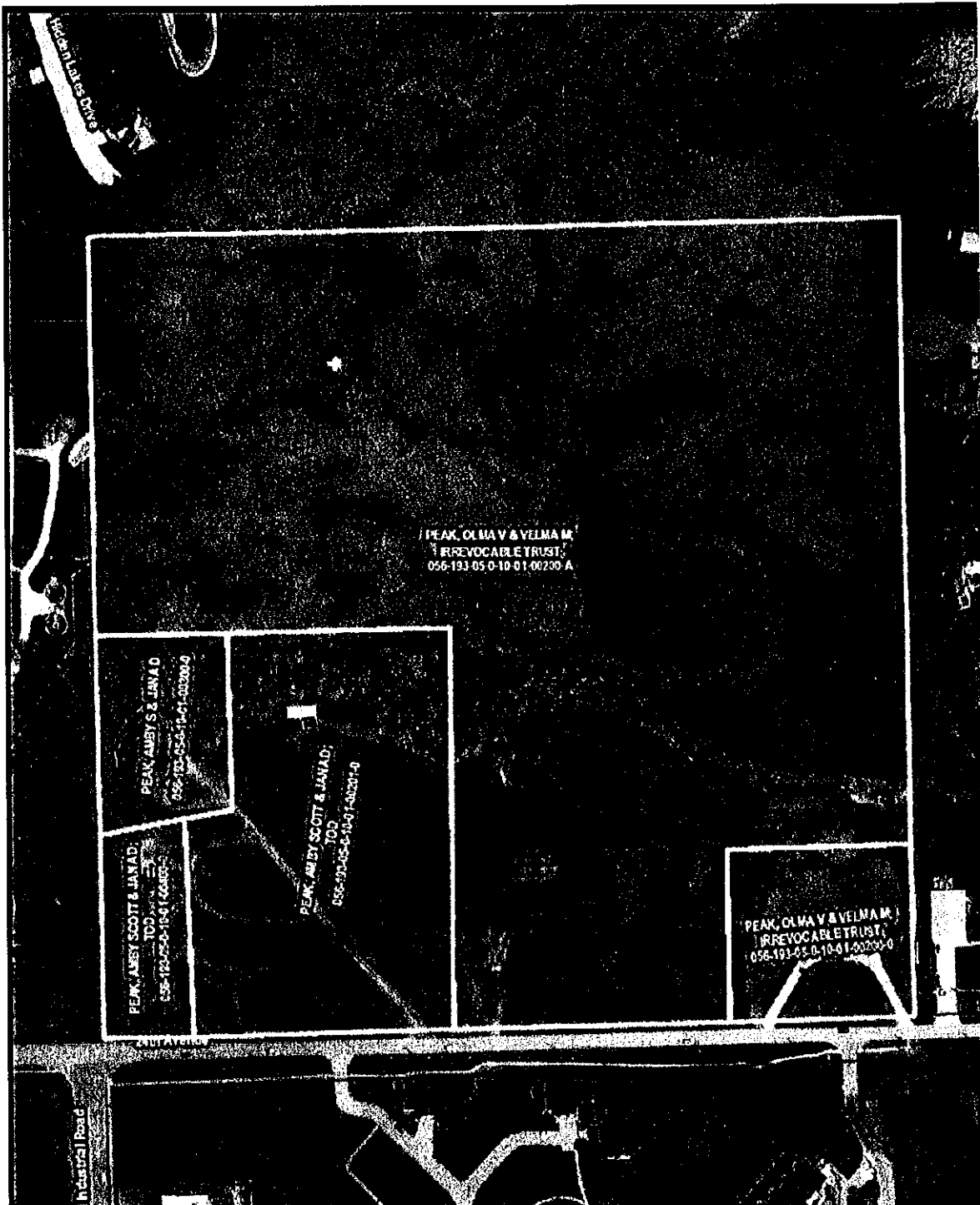


EXHIBIT B

LEGAL DESCRIPTION OF COMMUNITY IMPROVEMENT DISTRICT

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., CITY OF EMPORIA, LYON COUNTY, KANSAS; EXCEPTING THEREFROM THE SOUTH 30 FEET FOR RIGHT OF WAY FOR 24TH AVENUE. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 5;

THENCE N.01°26'44"W. (BASIS OF BEARINGS) ON THE WEST LINE OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$ FOR A DISTANCE OF 30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N.01°26'44" ON SAID WEST LINE FOR A DISTANCE OF 1289.80 FEET TO THE NW CORNER OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE N.88°41'35"E. ON THE NORTH LINE OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$ FOR A DISTANCE OF 1320.04 FEET TO THE NE CORNER OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE S.01°29'54"E. ON THE EAST LINE OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$ FOR A DISTANCE OF 1287.71 FEET TO A POINT 30 FEET NORTH OF THE SE CORNER OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE S.88°36'08"W. PARALLEL WITH THE SOUTH LINE OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$ FOR A DISTANCE OF 1321.22 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 39.07 ACRES.

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 12

SUBJECT: Consider Resolution Calling for a Public Hearing on the Creation of the CID District for the Emporia Pavilions.

RECOMMENDATION: Approve Resolution

BACKGROUND SUMMARY:

The attached Resolution call for a Public Hearing on the creation of the CID District for the Emporia Pavilions on June 15, 2016 at your regular meeting.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

RESOLUTION NUMBER _____

**A RESOLUTION TO PROVIDE NOTICE OF A PUBLIC HEARING ON
THE ADVISABILITY OF CREATING EMPORIA PAVILLONS COMMUNITY
IMPROVEMENT DISTRICT**

WHEREAS, K.S.A. 12-6a26 through K.S.A. 12-6a36, inclusive, as amended (the “Act”), authorize the governing body of any municipality to adopt an ordinance establishing a community improvement district (“CID”) after receipt of a proper petition and holding a public hearing thereon;

WHEREAS, on April , 2016, the petition to establish the Emporia Pavilions Community Improvement District was filed with the City Clerk (the “City Clerk”) of the City of Emporia, Kansas (the “City”);

WHEREAS, the petitioners request the formation of a CID for the purpose of financing project costs eligible for reimbursement pursuant to the Act (the “Project”) within the District;

WHEREAS, the cost of the Project is estimated to be \$36,836,951 with \$3,000,000 financed through CID revenues over the life of the district;

WHEREAS, the petitioners propose financing the eligible Project costs through pay-as-you-go financing; and;

WHEREAS, the petitioners propose levying a one-percent (1.0%) community improvement district sales tax on retail sales within the district;

WHEREAS, a boundary map of the proposed District is attached hereto as Exhibit A;

WHEREAS, the legal description of the proposed district is attached hereto as Exhibit B; and

WHEREAS, pursuant to the Act, on June 15, 2016, the Board of Commissioners will hold a public hearing on the advisability of creating or modifying the proposed Emporia Pavilions Community Improvement District.

NOW THEREFORE BE IT RESOLVED, by the Board of Commissioners of the City of Emporia, Kansas:

1. That the City Commission shall hold a public hearing on the advisability of creating the Emporia Pavilions Community Improvement District in Emporia, Kansas on the 15th day of June, 2016 at 7:00 p.m., in the Municipal Court Room/City Commission Room located at 518 Mechanic Street, Emporia, Kansas.

2. That the City Clerk shall cause notice of the public hearing to be published at least once each week for two consecutive weeks, with the second publication occurring at least seven days prior to the hearing, in the newspaper.

3. That the City Clerk shall cause notice of the public hearing to be sent by certified mail to all owners within the proposed district at least ten days prior to the hearing.

4. That this resolution shall be in full force and effect from and after its adoption.

Adopted by the Board of Commissioners and signed by the Mayor this 4th day of May, 2016.

(SEAL)

Rob Gilligan, Mayor

ATTEST: _____
Kerry Sull, City Clerk

EXHIBIT A

MAP OF COMMUNITY IMPROVEMENT DISTRICT

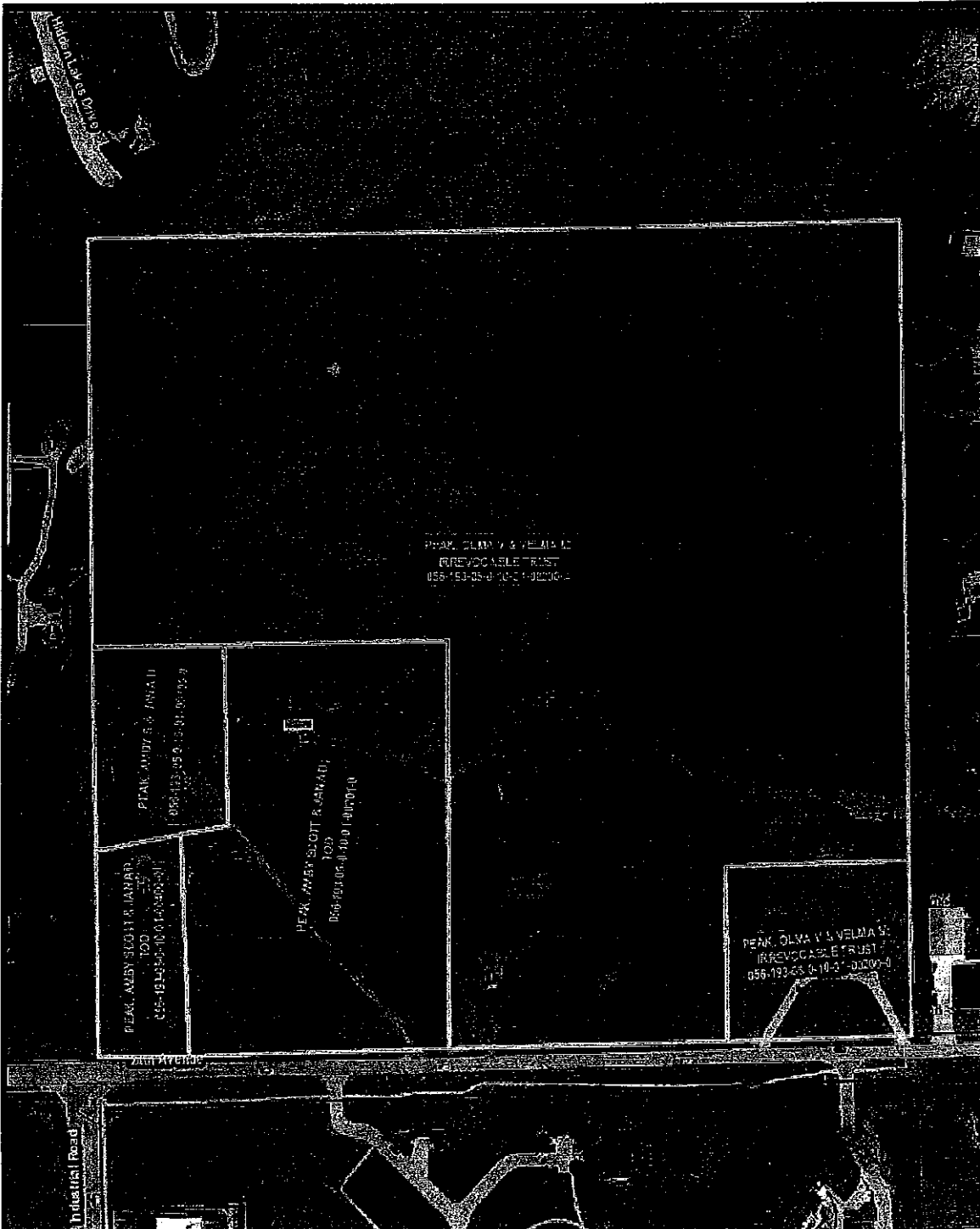


EXHIBIT B

LEGAL DESCRIPTION OF COMMUNITY IMPROVEMENT DISTRICT

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 19 SOUTH, RANGE 11 EAST OF THE 6TH P.M., CITY OF EMPORIA, LYON COUNTY, KANSAS; EXCEPTING THEREFROM THE SOUTH 30 FEET FOR RIGHT OF WAY FOR 24TH AVENUE. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SW CORNER OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 5;

THENCE N.01°26'44"W. (BASIS OF BEARINGS) ON THE WEST LINE OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$ FOR A DISTANCE OF 30 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING N.01°26'44" ON SAID WEST LINE FOR A DISTANCE OF 1289.80 FEET TO THE NW CORNER OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE N.88°41'35"E. ON THE NORTH LINE OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$ FOR A DISTANCE OF 1320.04 FEET TO THE NE CORNER OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE S.01°29'54"E. ON THE EAST LINE OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$ FOR A DISTANCE OF 1287.71 FEET TO A POINT 30 FEET NORTH OF THE SE CORNER OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$;

THENCE S.88°36'08"W. PARALLEL WITH THE SOUTH LINE OF SAID SW $\frac{1}{4}$ NE $\frac{1}{4}$ FOR A DISTANCE OF 1321.22 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 39.07 ACRES.

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 13

SUBJECT: Report from the City Manager on City Activities

RECOMMENDATION: This is a verbal report that announces upcoming events, recognizes employees for outstanding contributions and provides the public with information that may be of general interest.

BACKGROUND SUMMARY: This is an opportunity to present information to the public that may not be reported in other news accounts or City activities or to highlight accomplishments of the organization.

At the time this Agenda was prepared, the following items were in the works:

Tentative Agenda for May 11th Study Session

- Update on Trap, Neuter and Release Program
- Discuss Present 5 Year Plan
- Discuss Becker Addition

Joint Luncheon w/RDA and Emporia Enterprises

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 14

SUBJECT: City Commissioners Reports and Comments

RECOMMENDATION:

BACKGROUND SUMMARY:

This is a time for the City Commissioners to make comments and reports to the Public.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 15

SUBJECT: Executive Session

RECOMMENDATION:

BACKGROUND SUMMARY:

The City Commission has requested an Executive Session to discuss proprietary information, and potential land acquisition.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____
GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____

AGENDA ITEM SUMMARY

MEETING DATE: May 4, 2016

ITEM NUMBER: 16

SUBJECT: City Manager's Evaluation

RECOMMENDATION:

BACKGROUND SUMMARY:

Mayor Gilligan will review City Manager McAnarney's evaluation and present recommendations.

ACTION RECORD

Action: _____

Motion: _____ Second: _____

Abstained: _____ Vote: _____

GEITZ _____ GIEFER _____ GILLIGAN _____ HARMON _____ MLYNAR _____